

ANAKTUVUK PASS LAND EXCHANGE AND WILDERNESS  
REDESIGNATION ACT OF 1995

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JANUARY 27, 1995.—Committed to the Committee of the Whole House on the State  
of the Union and ordered to be printed

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Mr. YOUNG of Alaska, from the Committee on Resources,  
submitted the following

REPORT

together with

ADDITIONAL VIEWS

[To accompany H.R. 400]

[Including cost estimate of the Congressional Budget Office]

The Committee on Resources, to whom was referred the bill (H.R. 400) to provide for the exchange of lands within Gates of the Arctic National Park and Preserve, and for other purposes, having considered the same, report favorably thereon without amendment and recommend that the bill do pass.

PURPOSE OF THE BILL

H.R. 400 will provide for the exchange of lands within Gates of the Arctic National Park and Preserve, and for other purposes.

SUMMARY OF THE REPORTED BILL

H.R. 400 would ratify and agreement among the United States, two Alaska Native Corporations, and a local government that provides for the exchange of lands within the boundaries of the Gates of the Arctic National Park and Gates of the Arctic Wilderness, in Alaska, and would expand the Noatak National Preserve and Noatak Wilderness, also in Alaska, by the addition of certain adjacent federal lands. H.R. 400 would further settle a longstanding and difficult dispute between the National Park Service and Alaska Native landowners over the use of all-terrain vehicles (ATVs), by

the local residents of Anaktuvuk Pass, for subsistence purposes, on certain park lands.

#### BACKGROUND AND NEED FOR LEGISLATION

The residents of Anaktuvuk Pass and the National Park Service have had a longstanding dispute over the use by village residents, of certain ATVs for subsistence purposes on national park and wilderness lands adjacent to the village. In an effort to resolve this conflict, Arctic Slope Regional Corporation (the regional corporation established by the Inupiat Eskimo people of Alaska's North Slope under the provisions of the Alaska Native Claims Settlement Act (ANCSA)), Nunamiut Corporation (the Anaktuvuk Pass ANCSA Village Corporation), the city of Anaktuvuk Pass and the National Park Service have entered into an innovative agreement both guaranteeing dispersed ATV access on specific tracts of park land and limiting development of Native land in the area. The agreement will limit the types of ATVs allowed and will also lead to enhanced recreational opportunities by improving public access across Native lands.

The village of Anaktuvuk Pass is located on the North Slope of Alaska in the remote Brooks Mountain Range, completely within the boundary of and surrounded by the Gates of the Arctic National Park and Preserve. Anaktuvuk Pass is unique in that it is one of a very few villages located entirely within the boundaries of a National Park. Village residents have long relied upon the use of ATVs for summer access to subsistence resources, primarily caribou, on certain nearby park, and park wilderness lands. As there are no rivers near the community for motorboat access to park lands, ATVs provide the primary means by which to reach and transport game in the summer. The only alternative to ATV use is to walk, which is not feasible in these remote areas. Snowmobiles are the primary mode of transportation for subsistence activities in the winter.

With the passage of the Alaska National Interest Lands Conservation Act (ANILCA) in 1980, Congress expressly reserved the rights of rural Alaska residents to continued, reasonable access to subsistence resources on public lands, by providing in section 811(a), "rural residents engaged in subsistence uses shall have reasonable access to subsistence resources on public lands." Section 811(b) of ANILCA provides further that "the Secretary shall permit on the public lands appropriate use for subsistence purposes of snowmobiles, motorboats, and other means of surface transportation traditionally employed for such purposes by local residents, subject to reasonable regulation." The National Park Service and the native landowners disagree about whether ATVs are "other means of surface transportation traditionally employed" for subsistence purposes in Gates of the Arctic National Park and Preserve. But there is no dispute that ATVs are necessary for the summertime subsistence activities of the residents of Anaktuvuk Pass.

Following several years of discussions, the native landowners and the National Park Service have reached an agreement which will finally resolve the ATV controversy on the public lands surrounding Anaktuvuk Pass. In April 1992, the Park Service issued a final legislative environmental impact statement embracing the

proposed agreement, and in November 1992, the Secretary of the Interior endorsed the agreement in a Record of Decision. The parties executed the agreement on December 17, 1992.

The parties have since executed two technical amendments to the original agreement.

The agreement involves an exchange of land and interests in lands between the native landowners and the Park Service. Specifically, the Federal Government will convey in fee approximately 30,642 acres of park land to Arctic Slope Regional Corporation and Nunamiut Corporation. Of the Federal land conveyed to the native corporations, the National Park Service will reserve surface and subsurface access and development rights as well as broad public access easements. In addition, certain non-wilderness areas of Federally-owned park land will be opened to dispersed ATV use. In return, the native landowners will convey to the Federal Government approximately 38,840 acres in fee for inclusion in both the national park and national wilderness systems. Native landowners will also convey to the National Park Service, additional surface and subsurface development rights on 86,307 acres as well as a series of conservation, scenic, and public access easements on other Native-owned lands within the boundaries of Gates of the Arctic National Park and Preserve. Finally, the City of Anaktuvuk Pass will convey a city lot to the National Park Service for administrative purposes.

Congressional ratification of this agreement will be required to remove 73,993 acres of Federal land from the National Wilderness Preservation System, as well as to designate approximately 56,825 acres of other park and presently Native-owned lands as new National Wilderness. If ratified by Congress, the agreement will expressly authorize dispersed ATV use on certain lands within the park boundary. Without congressional approval, the agreement will become null and void, and none of the conveyances or creation of easements proposed by the agreement will occur.

It is intended that this agreement will resolve the longstanding dispute over subsistence use of ATVs only on public lands in and around Anaktuvuk Pass. It is important to note that neither this agreement nor the accompanying Federal legislation will diminish, or otherwise affect in any way, anyone's rights and privileges to access public lands in Alaska for subsistence purposes. This agreement does not conform or deny that ATV access to public lands for subsistence use is a statutorily protected traditional access right under ANILCA, and consequently, this agreement does not purport to resolve this issue.

H.R. 400 would remove 73,993 acres of wilderness from the Park and designate 56,825 acres of new wilderness. Consistent with agreements reached during the 103rd session of Congress, 17,168 acres of wilderness will be designated along the Nigu River, adjacent to the Park, hence, a no-net-loss, no-net gain of wilderness in the area.

#### COMMITTEE ACTION

H.R. 400 was favorably reported to the House of Representatives by a unanimous roll call vote of 40-0.

### Subcommittee on

**RECORDED VOTE**

ROLL CALL No. 1

Date: January 18, 1995 Time: \_\_\_\_\_

Bill Number: HR 400 Voice Vote: ☐ Passed ☐ Defeated

Amendment Number: \_\_\_\_\_ Roll Call: ☐ Yea ☐ Nays

Offered by \_\_\_\_\_ Division: ☐ Yea ☒ 40 ☐ Nays ☐ 0

**Ordered Reported**

(Republicans in roman; Democrats in *italics*)

[illegible]

## SECTION-BY-SECTION ANALYSIS

Section 1 would provide a short title, namely “Anaktuvuk Pass Land Exchange and Wilderness Redesignation Act of 1995.”

Section 2 sets forth a series of finding concerning the relevant history discussed in the Background and Need portion of this Report.

Section 3 would ratify the exchange agreement (set forth in the Appendix to this Report), provide for appropriate management of the lands which the United States is to acquire, and provide appropriate map references. In connection with this ratification, the Committee notes its understanding that the specific details of the easements for ATVs will be specified in the conveyance documents to be executed pursuant to the exchange agreement. The Committee notes the importance of this, especially since the linear ATV easements established in the 1983 land exchange were not successful in resolving problems and anticipates that the parties can successfully resolve such important points as the extent to which ATV use will occur generally in a dispersed fashion on the lands the exchange agreement designates as open to ATV access. The Committee further understands that the parties agree that the easements will permit ATVs to wander freely on the lands designated in the agreement as open to ATV access and that the ATVs will not be confined in narrow trails. Similarly, the Committee is optimistic that the cooperative-management approach adopted in the exchange agreement will enable to the parties to work together successfully to assure protection of park resources.

Section 4 would amend section 701(2) of the Alaska National Interest Lands Conservation Act (ANILCA) to exclude certain lands from the Gates of the Arctic Wilderness and to add certain other lands to that wilderness area. The new effect of enactment of this section would be to reduce that size of this wilderness by approximately 17,168 acres.

This section would also amend sections 201(4) and 701(3) of ANILCA to add approximately 17,168 acres of public lands in the Nigu River area to the Noatak National Preserve and Noatak Wilderness.

Section 5 is intended to clarify the relationship of this bill to other provisions of law.

Subsection 5(a) provides that all of the lands and interests in land conveyed to and received by Arctic Slope Regional Corporation or Nunamiut Corporation under the exchange agreement are to be deemed conveyed and received pursuant to section 22(f) of the Alaska Native Claims Settlement Act (ANCSA), as amended, and that all of the lands or interests in land conveyed pursuant to the exchange agreement shall be conveyed subject to valid existing rights. These include rights arising under federal law, such as the Alaska Native Allotment Act, and, in the case of lands currently owned by the Nunamiut Corporation, rights arising under section 14(c) of ANCSA. However, section 14(c) rights do not apply to the lands the Native Corporations are to receive as part of the land exchange under section 22(f) of ANCSA.

Subsection 5(b) provides that except to the extent specifically set forth in this bill or the exchange agreement if ratifies, nothing in

this bill is to be construed as enlarging or diminishing the rights, obligations, or privileges of any persons, including specifically the preference for subsistence uses and access to subsistence resources provided under ANILCA.

#### COMMITTEE OVERSIGHT FINDINGS AND RECOMMENDATIONS

Pursuant to clause 2(l)(3) of rule XI of the Rules of the House of Representatives and clause 2(b)(1) of rule X of the Rules of the House of Representatives, the Committee's oversight findings and recommendations are contained in the body of this report.

#### INFLATIONARY IMPACT STATEMENT

Pursuant to clause 2(l)(4) of rule XI of the Rules of the House of Representatives, the Committee estimates that the enactment of H.R. 400 will have no significant inflationary impact on prices and costs in the operation of the national economy.

#### COST OF THE LEGISLATION

Clause 7(a) of rule XIII of the Rules of the House of Representatives requires an estimate and a comparison by the Committee of the costs which would be incurred in carrying out H.R. 400. However, clause 7(d) of that Rule provides that this requirement does not apply when the Committee has included in its report a timely submitted cost estimate of the bill prepared by the Director of the Congressional Budget Office under section 403 of the Congressional Budget Act of 1974.

#### COMPLIANCE WITH HOUSE RULE XI

With respect to the requirement of clause 2(l)(3)(B) of rule XI of the Rules of the House of Representatives and section 308(a) of the Congressional Budget Act of 1974, H.R. 400 does not contain any new budget authority, spending authority, credit authority, or an increase or decrease in revenues or tax expenditures.

With respect to the requirement of clause 2(l)(3)(D) of rule XI of the Rules of the House of Representatives, the Committee has received no report of oversight findings and recommendations from the Committee on Government Reform and Oversight on the subject of H.R. 400.

With respect to the requirement of clause 2(l)(3)(C) of rule XI of the Rules of the House of Representatives and section 403 of the Congressional Budget Act of 1974, the Committee has received the following cost estimate for H.R. 400 from the Director of the Congressional Budget Office.

U.S. CONGRESS,  
CONGRESSIONAL BUDGET OFFICE,  
*Washington, DC, January 25, 1995.*

Hon. DON YOUNG,  
*Chairman, Committee on Resources,  
House of Representatives, Washington, DC.*

DEAR MR. CHAIRMAN: The Congressional Budget Office has reviewed H.R. 400, the Anaktuvuk Pass Land Exchange and Wilder-

ness Redesignation Act of 1995, as ordered reported by the House Committee on Resources on January 18, 1995. We estimate that enactment of this legislation would have no impact on the federal budget. H.R. 400 would not affect direct spending or receipts; therefore, pay-as-you-go procedures would not apply.

H.R. 400 would ratify an agreement among the National Park Service (NPS), the Numamiut Corporation, the city of Anaktuvuk Pass, and the Arctic Slope Regional Corporation (ASRC). The agreement, which was originally executed in 1992, provides for an exchange of land between the United States and the ASRC.

Because the 30,642 acres to be transferred to the ASRC are currently managed as wilderness, their conveyance would have no impact on federal timber or mining receipts. The 38,840 acres to be acquired by the United States through the exchange would be managed by the NPS as wilderness. CBO expects that there would be no additional costs associated with managing this land.

Enactment of this legislation would have no impact on the budgets of state or local governments.

If you wish further details on this estimate, we will be pleased to provide them. The CBO staff contact is Deborah Reis, who can be reached at 226-2860.

Sincerely,

ROBERT D. REISCHAUER, *Director*.

#### DEPARTMENTAL REPORTS

The Committee has received no departmental reports on H.R. 400.

#### LEGISLATIVE HISTORY

A hearing was held on similar legislation H.R. 4746 and H.R. 4754 in the 103rd Congress by the Subcommittee on National Parks, Forests and Public Lands on August 4, 1994. H.R. 4746, which was identical to H.R. 400, was ordered reported with amendments by the Full Committee on September 29, 1994. H.R. 4746 passed the House by voice vote on October 3, 1994.

#### CHANGES IN EXISTING LAW

In compliance with rule XIII of the Rules of the House of Representatives, changes in existing law made by the bill, as reported, are shown as follows (existing law proposed to be omitted is enclosed in black brackets, new matter is printed in italic, existing law in which no changes are proposed is shown in roman type):

#### **ALASKA NATIONAL INTEREST LANDS CONSERVATION ACT**

\* \* \* \* \*

SECTION 1. This Act may be cited as the "Alaska National Interest Lands Conservation Act".

\* \* \* \* \*

## TITLE II—NATIONAL PARK SYSTEM

## ESTABLISHMENT OF NEW AREAS

SEC. 201. The following areas are hereby established as units of the National Park System and shall be administered by the Secretary under the laws governing the administration of such lands and under the provisions of this Act:

(1) \* \* \*

\* \* \* \* \*

(8)(a) Noatak National Preserve, containing [approximately six million four hundred and sixty thousand acres] *approximately 6,477,168 acres* of public lands, as generally depicted on map numbered NOAT-90,004, and dated July 1980 *and the map entitled "Noatak National Preserve and Noatak Wilderness Addition" dated September 1994*. The preserve shall be managed for the following purposes, among others: To maintain the environmental integrity of the Noatak River and adjacent uplands within the preserve in such a manner as to assure the continuation of geological and biological processes unimpaired by adverse human activity; to protect habitat for, and populations of, fish and wildlife, including but not limited to caribou, grizzly bears, Dall sheep, moose, wolves, and for waterfowl, raptors, and others species of birds; to protect archeological resources; and in a manner consistent with the foregoing, to provide opportunities for scientific research. The Secretary may establish a board consisting of scientists and other experts in the field of arctic research in order to assist him in the encouragement and administration of research efforts within the preserve.

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## TITLE VII—NATIONAL WILDERNESS PRESERVATION SYSTEM

## DESIGNATION OF WILDERNESS WITHIN NATIONAL PARK SYSTEM

SEC. 701. In accordance with subsection 3(c) of the Wilderness Act (78 Stat. 892), the public lands within the boundaries depicted as "Proposed Wilderness" on the maps referred to in sections 201 and 202 of this Act are hereby designated as wilderness, with the nomenclature and approximate acreage as indicated below:

(1) \* \* \*

\* \* \* \* \*

(7) Noatak Wilderness of [approximately five million eight hundred thousand acres]; *approximately 5,817,168 acres*; and

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## A P P E N D I X

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DEPARTMENT OF THE INTERIOR,  
OFFICE OF THE SECRETARY,  
*Washington, DC, June 16, 1994.*

Hon. THOMAS S. FOLEY,  
*Speaker of the House of Representatives,*  
*Washington, DC.*

DEAR MR. SPEAKER: There is enclosed a draft bill, the "Anaktuvuk Pass Exchange and Wilderness Redesignation Act of 1994." We strongly recommend that the bill be introduced, referred to the appropriate committee for consideration, and enacted.

Enactment of the enclosed bill would enable the National Park Service (NPS) and the Department of the Interior (Department) to resolve a long-standing land management issue at Gates of the Arctic National Park and Preserve in Alaska.

The Nunamiut people are the indigenous inhabitants of the Anaktuvuk Pass area and have traditionally used many of the natural resources of the area for their physical cultural existence. The permanent establishment of a village at Anaktuvuk Pass is unusual in that it is not located on a major river system, lake or coastline like most Alaska Native villages. As technology developed, residents of the village began to use motorized all-terrain vehicles (ATVs), during the summer months, rather than the usual motorized boats many other villages use to travel to traditional subsistence use areas.

Today, subsistence activities involving ATVs include lands that became wilderness portions of Gates of the Arctic National Park when the park was established in 1980. Although traditional hunting is authorized by law for subsistence purposes in the park, the use of ATVs in wilderness areas is not authorized.

In order to resolve this matter, an agreement has been reached with the affected parties under which the residents of Anaktuvuk Pass could continue to use ATVs on certain park lands, subject to congressional action to remove the land from wilderness designation and authorize ATV use on this limited area of park land. In addition, the Nunamiut Corporation and the city of Anaktuvuk Pass have agreed to place a conservation easement on village lands and provide public recreation access across the lands.

The enclosed bill would give effect to the agreement. Because the agreement would result in the "net loss" of designated wilderness acreage within Gates of the Arctic National Park and Preserve, the Nigu wilderness area on adjacent Bureau of Land Management (BLM) lands has been added to the bill. The Nigu area was recommended for wilderness by a 1988 BLM wilderness study and En-

vironmental Impact Statement (EIS), and Transmitted to Congress on April 28, 1992.

The National Park Service has prepared an Environmental Impact Statement on the proposed exchange which has undergone public review and comment. A Record of Decision was signed on October 10, 1992.

The agreement has been amended in two respects by mutual accord of the parties. The first amendment extended the time to adopt the legislation through December of 1994. The second amendment added a cooperative management provision for ATV use on park lands. Neither amendment will have any adverse environmental effect beyond those identified in the final Environmental Impact Statement.

In addition, the enclosed bill would:

- Ratify the document entitled "Donation, Exchange of Lands and Interests in Lands and Wilderness Redesignation Agreement Among Arctic Slope Regional Corporation, Nunamiut Corporation, City of Anaktuvuk Pass and the United States of America", executed by the parties on December 17, 1992, that provides for 30,642 acres of Federal park land to be conveyed in fee to Arctic Slope Regional Corporation and Nunamiut Corporation in return for 38,840 acres to be conveyed to the United States;

- Deauthorize approximately 73,993 acres within the boundaries of Gates of the Arctic National Park as wilderness.

- Designate approximately 56,825 additional acres within the park unit as wilderness;

- Designate 41,000 acres of wilderness on BLM land adjacent to Gates of the Arctic National Park;

- Relinquish surface and subsurface development rights to 116,435 acres of Native Corporation land adjacent to park lands;

- Provide for public pedestrian access and camping across 148,484 acres of Native Corporation land providing improved recreational access to the park;

- Provide for ATV access to 126,632 acres of non-wilderness park lands for the purpose of subsistence activities by Anaktuvuk Pass residents; and

- Establish a cooperative program between residents of Anaktuvuk Pass and the National Park Service to manage the effects of ATV use on park lands.

The agreement represents a cooperative solution to this long standing issue reached by the NPS, BLM, Alaska Native groups and conservation groups. The parties feel that this legislation will ensure the protection of park-related values, allow for local subsistence uses and avoid protracted litigation. This agreement is specific to the Anaktuvuk Pass area and does not affect ATV use in other parts of Gates of the Arctic National Park and Preserve or in any other National Park unit in Alaska.

The Omnibus Budget Reconciliation Act (OBRA) requires that all revenue and direct spending legislation meet a pay-as-you-go (PAYGO) requirement. That is, no such bill should result in an increase in the deficit; and if it does, it must trigger a sequester if it is not fully offset. The draft bill would withdraw certain public

lands from mining and mineral leasing laws and access for timber harvesting, thereby potentially reducing receipts from public land uses. However, because the withdrawn lands are currently managed as wilderness study areas, no receipts are assumed to be collected under current law before fiscal year 1999. Consequently, this bill results in a new zero PAYGO effect and meets the PAYGO requirement of OBRA.

We have enclosed a copy of the agreement, with amendments, and recommend that the agreement be printed in the Committee report to establish a clear legislative history on the exact language to be approved by enactment of this legislation.

The Office of Management and Budget has advised that there is no objection to the submission of this proposed legislation from the standpoint of the Administration's program.

Sincerely,

GEORGE T. FRAMPTON, Jr.,

*Assistant Secretary for Fish and Wildlife and Parks.*

Enclosures.

DONATION, EXCHANGE OF LANDS AND INTERESTS IN LANDS AND  
WILDERNESS REDESIGNATION AGREEMENT AMONG ARCTIC SLOPE  
REGIONAL CORP., NUNAMIUT CORP., CITY OF ANAKTUVUK PASS  
AND THE UNITED STATES OF AMERICA

This agreement entered into this 17th day of December 1992 is by Arctic Slope Regional Corporation (hereinafter "ASRC"), Nunamiut Corporation (hereinafter "Nunamiut"), both corporations authorized pursuant to the Alaska Native Claims Settlement Act (hereinafter "ANCSA"), 85 Stat. 688, as amended, 43 U.S.C. 1601, et seq., and duly organized under the laws of the State of Alaska, the City of Anaktuvuk Pass, a political subdivision of the State of Alaska (hereinafter "City"), and the United States of America, and the Secretary of the Interior, acting through the Assistant Secretary for Fish and Wildlife and Parks of the Department of the Interior (hereinafter "Secretary"). ASRC, Nunamiut, the City and the Secretary are collectively referred to as "the parties".

WITNESSETH

Whereas, the United States of America, acting through the Secretary of the Interior, entered into an agreement with ASRC on June 29, 1979 (hereinafter 1979 Agreement), that was ratified and confirmed by section 1431 of the Alaska National Interest Lands Conservation Act of December 2, 1980, 94 Stat. 2371, 16 U.S.C. 3101 (hereinafter "ANILCA"); and

Whereas, paragraph II, section I of the 1979 Agreement provided certain benefits to the residents of Anaktuvuk Pass, including the shareholders of Nunamiut, which benefits were intended to balance the subsistence activities and lifestyle of the residents of Anaktuvuk Pass with the Secretary's need for reasonable access by members of the public to federally-owned lands within Gates of the Arctic National Monument, subsequently redesignated Gates of the Arctic National Park and Preserve (hereinafter "Park") by section 201(4) of ANILCA, 16 U.S.C. 410hh(4); and

Whereas, the 1979 Agreement sets forth a commitment by the United States to negotiate with ASRC and Nunamiut, within 18 months of the execution of the 1979 Agreement, non-site-specific easements for public access across lands and interests in lands owned by ASRC and Nunamiut within the Park; and

Whereas, Congress on December 2, 1980 in establishing the Gates of the Arctic National Park and Preserve designated public lands adjacent to and surrounding lands conveyed or to be conveyed to ASRC and Nunamiut pursuant to ANCSA and section 1431(c) of ANILCA as wilderness pursuant to section 701 of ANILCA, 16 U.S.C. 1131; and

Whereas, subparagraphs 2(a) and (b) of an Agreement of August 9, 1983 (hereinafter "1983 Agreement") between ASRC and the United States of America provided, among other things, for the transfer to the United States of the surface estate of certain lands owned by ASRC and the relinquishment by ASRC, to the United States of the surface estate of certain lands ASRC was entitled to receive by the land exchange provided in section 1431(c) of ANILCA, subject to the establishment of specified All-Terrain Vehicle (hereinafter "ATV") easements necessary to permit ATV access by ASRC, its shareholders and invitees, and for subsistence uses by local rural residents of Anaktuvuk Pass; and

Whereas, the use of ATVs on federally owned lands by Anaktuvuk Pass residents has been the subject of controversy, leading to study, discussion, negotiation, resource analysis, and reconsideration of wilderness boundaries; and

Whereas, the Native Village of Anaktuvuk Pass has no rivers that are suitable for summertime subsistence access, and is located entirely within the boundaries of a national park; and its residents have increasingly used ATVs for subsistence access on lands in the vicinity of Anaktuvuk Pass; and

Whereas, the parties have reached agreement on appropriate conservation and access easements on ASRC and Nunamiut private lands for the benefit of the public, and on proposals to exchange lands and specifically define areas of ATV use on federally owned lands within the Park; and

Whereas, the City is considered a necessary party to this Agreement, and has expressed an interest in being a party to this Agreement, in order that the residents of Anaktuvuk Pass may benefit from this Agreement, and in order that the City may provide land for a National Park Service office and residence; and

Whereas, recognizing the effects that changing patterns of land use and land ownership have had on Anaktuvuk Pass and on effective management of federally owned lands, the Secretary considers it to be in the public interest, through consultation with the Parties and subsequent enactment by Congress, to redefine wilderness boundaries and authorized land uses within the Park; to provide improved access for the general public to federally owned lands within the Park; to protect natural values on extensive tracts of ASRC and Nunamiut lands within the Park; and to further park purposes and protect remaining wilderness values, while fairly accommodating the concerns of the residents of Anaktuvuk Pass, and

Whereas, development on certain ASRC and Nunamiut lands within the Park would adversely affect the values of adjacent feder-

ally owned lands and would make protection their resources more difficult; and

Whereas, ASRC, Nunamiut and the City consider the Agreement to also be in the public interest, to provide necessary ATV access within the Park for Anaktuvuk Pass residents who are otherwise eligible to make subsistence uses of the Park; and

Whereas, the ATV easements established under the 1983 Agreement are considered unsatisfactory; the acquisition of ASRC land by the United States and its inclusion as part of the Park precluded dispersed ATV use on such lands; and the residents of Anaktuvuk Pass desire assured access to certain federally owned Park lands; and

Whereas, the parties recognize that legislation by the Congress of the United States is required to effectuate this Agreement;

Now, therefore, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the parties covenant and agree as follows:

*1. Legislative responsibilities and obligations*

(a) Upon execution of this Agreement, the parties agree to pursue the exchange of lands and interests in lands, as described in this Agreement, recognizing the legislation by the Congress of the United States authorizing, ratifying and confirming this Agreement is required. In the event of enactment of such legislation by the Congress of the United States, which authorizes or directs the Secretary to enter into the obligations described in this Agreement, the parties agree to the provisions specified in the Agreement and to be bound thereby.

(b) The parties further agree that the performance of the obligations and commitments made in this Agreement is expressly conditioned upon the enactment of legislation by the Congress of the United States authorizing, ratifying and confirming the terms of this Agreement, and that the obligation and commitments made in this Agreement are not binding on the parties except upon enactment of legislation by the Congress of the United States authorizing and permitting the commitments made by the parties.

(c) Prior to the enactment of legislation by the Congress of the United States authorizing, ratifying and confirming the terms of this Agreement, no party shall be required to undertake any action required by this Agreement or receive any benefit hereunder, except that the parties agree hereafter to undertake the efforts described in subparagraphs (a) and (d) of this paragraph 1 and further agree not to alienate, encumber, substantially alter the physical condition, or otherwise effect a material change in the management of any lands or interests in lands proposed to be exchanged or conveyed under this Agreement.

(d) ASRC, Nunamiut and the City agree to support the terms of this Agreement during consideration by the Congress of the United States of legislation authorizing and ratifying the terms of this Agreement, and the Secretary similarly agrees to support the terms of this Agreement to the extent consistent with the legislative, Budgetary, legal and programmatic policies of the Executive Branch of the United States. The parties mutually agree that they will not seek to alter or have altered, prior to legislative ratification

and confirmation, the terms of this Agreement without first attempting in good faith and with due diligence to obtain the concurrence of the other parties to this Agreement in any such alteration, and will keep the other parties to this agreement fully and timely informed of any efforts in which they are involved or of which they are aware, individually or collectively, to make or obtain such alteration.

(e) Notwithstanding any other provision of this Agreement, if the Congress of the United States enacts ratifying and confirming legislation which amends or alters any of the terms of this Agreement in the absence of specific written concurrence of the parties in such amendment or alteration, ASRC, Nunamiut, the City, or the Secretary (unless the Secretary's right to terminate the agreement is limited by legislation) shall have the right to terminate this Agreement within sixty days of the enactment of such legislation by written notice to and receive by all the other parties within such 60-day period. Upon the receipt of such notice by all the other parties, this agreement shall be null and void and shall have no further force or effect whatsoever. Absent such notice the parties, within the period provided above, shall be deemed to have accepted and concurred in the Agreement as altered or amended by Congress in the same manner as if the parties had executed an amendment to the Agreement.

(f) This Agreement is expressly conditioned upon Congress enacting legislation providing authorization for ATVs for subsistence purposes on federally owned Park lands within the area specified in section 4(c) of this Agreement, and deauthorizing approximately 73,993 acres of land within the Park as wilderness and designating in lieu thereof approximately 56,825 acres of land within the Park as wilderness, as described and set forth in the maps attached as Exhibits A and B which are incorporated as part of this Agreement.

## *2. ASRC conveyances*

(a) ASRC, as the owner of the subsurface to approximately 31,163 acres of land in the vicinity of Itkillik Lake, pursuant to section 1431(c)(3) of ANILCA, and the owner of access and surface use rights to said 31,163 acres for the purpose of exploration and removal of oil and gas, subject to rules and regulations applicable to the National Park System, as provided for in section 1431(l) of ANILCA, agrees that:

(i) ASRC, its successors, assigns and lessees shall relinquish by conveyance to the United States by special warranty deed all surface use and access rights established by section 1431(l) of ANILCA to approximately 17,580 acres of subsurface estate, generally depicted on the map attached as Exhibit C1 which is incorporated as a part of this agreement.

(ii) Notwithstanding any applicable regulations, ASRC, its successors, assigns and lessees agree that all exploratory work in the remaining subsurface estate open to surface access will be conducted only when there is adequate snow cover and frozen ground, and using the least damaging technology currently available, in order to minimize damage to federally owned Park resources. Said lands are generally depicted on the map

attached as Exhibit C2 which is incorporated as part of this agreement.

(b) ASRC, as the owner of the subsurface and surface rights to approximately 15,790 acres of land in the vicinity of Chandler Lake, generally depicted on the map attached as Exhibit D which is incorporated as a part of this Agreement, shall relinquish by conveyance to the United States by special warranty deed its right to extract or develop the subsurface estate including sand and gravel.

### *3. ASRC and Nunamiut conveyances*

(a) ASRC and Nunamiut, as the owners of the surface and subsurface estate pursuant to sections 12(a) and 12(c) of ANCSA, and section 1431 of ANILCA, to approximately 38,840 acres of land in the Park, as depicted on the map attached as Exhibit E, which is incorporated and made a part of this Agreement, agree that they shall, convey by special warranty deed to the United States the surface and subsurface estate of said 38,840 acres. Access to said 38,840 acres for subsistence purposes with motorized vehicles shall be prohibited (except for snowmachines as defined in 36 CFR 13.1(q)), and the area designated as park wilderness. Subsistence uses will be permitted as on other park wilderness.

(b) ASRC and Nunamiut, as the owners of the surface and subsurface estate pursuant to sections 12(a) and 12(c) of ANCSA, and section 1431 of ANILCA, to approximately 52,937 acres of land in the Park, as depicted on the map attached as Exhibit F, which is incorporated and made a part of the Agreement, agree that they shall, subject to valid existing rights, by conveyance by special warranty deed to the United States in the form of a conservation and scenic easement running with the land, binding on their successor, assigns, and lessees encumber and restrict the use of the said 52,937 acres in a manner that will prohibit all development, improvement or associated surface disturbing activities on said 52,937 acres, including but not limited to, permanent or temporary structures, roads, constructed trails, and exploration for or development of all subsurface resources, including sand and gravel, *provided* that the right to construct temporary facilities and structures which disturb the surface of the ground and are directly related to subsistence uses only, as defined in Title VIII of ANILCA, shall be reserved in the conveyance under this subparagraph. A temporary facility or structure includes tents, tent platforms, drying racks, caches for food or equipment, or other manmade improvements that can be readily and completely dismantled and removed from the site even though it may remain for a period longer than 12 months.

(c) In order to terminate the off road vehicle access easements established under the 1983 Agreement, Nunamiut shall convey by special warranty deed to the United States the easements previously conveyed to or reserved in ASRC under the 1983 Agreement and subsequently transferred by ASRC to Nunamiut. The existing float or ski plane access easement (ASRC-F) to Chandler Lake shall be retained.

(d) ASRC and Nunamiut shall convey to the United States by special warranty deed public access easements across all ASRC and Nunamiut Corporation lands and interests in lands within the

Park to further the public access, use and enjoyment of federally-owned lands in the Park for wilderness recreational activities and park management. Said lands (approximately 117,842 acres) are depicted in Exhibit G, which is incorporated and made part of this Agreement. The easements will permit only pedestrian and dog team access, overnight camping, and nonlinear rights of access to federally-owned lands within the boundaries of the Part, *provided* that the Superintendent and the State of Alaska may utilize mechanical access for management purposes on these easements, only to the extent that the method and means of mechanical access used is as permitted for similar management purposes on federally owned Park lands.

(e) The Secretary, in consultation with Nunamiut, shall manage public access across such easements under the authority of applicable regulations, to avoid conflicts with subsistence uses on ASRC and Nunamiut lands, while ensuring that the public retains reasonable pedestrian and dog team access to the federally owned lands in the Park, subject to a priority for subsistence uses on ASRC and Nunamiut lands. Camping within one-half mile of an active subsistence hunting camp, or camping for more than one night at the same site on Nunamiut or ASRC lands is prohibited, except in emergencies.

(f) In the event Nunamiut or ASRC acquires additional lands within the Park pursuant to the provisions of ANCSA that are within, adjacent or contiguous to the lands described in subparagraphs (a) or (b) of this paragraph 3, Nunamiut and ASRC agree that they shall convey to the United States the same conservation, scenic and public access easements running with the land as provided for in subparagraphs (b) and (d).

#### *4. Conveyances by the United States*

(a) The United States, as the owner, for the use and benefit of the public, of section 17(b) easements retained and reserved by the United States under the provisions of section 17(b) of ANCSA in various conveyances to ASRC and Nunamiut under section 12(a) and 12(c) of ANCSA and section 1431(c) of ANILCA, agrees that the Secretary shall convey by quitclaim deed to ASRC and Nunamiut jointly the said 17(b) easements identified and reserved in previous conveyances by the Secretary to ASRC and Nunamiut on the lands described in Exhibit G referenced in paragraph 3(d).

(b) The Secretary shall convey by interim conveyance and patent to ASRC and Nunamiut the surface and subsurface estate to approximately 30,642 acres of land in the Akmagolik and Contact Creek areas, as depicted on the map attached as Exhibit H, in proportion to the surface and subsurface estate ASRC and Nunamiut shall convey to the United States under paragraph 3(a) of this Agreement and as depicted by Exhibit E. Prior to the Secretary's conveyance under this paragraph 4(b), ASRC and Nunamiut shall mutually designate the specific lands to be conveyed to them. The conveyances under this paragraph 4(b) shall reserve to the United States the conservation, scenic and public access easements as described in paragraphs 3 (b) and (d) of this Agreement.

(c) The Secretary shall convey by quitclaim deed to Nunamiut easements only for ATV access for subsistence purposes over ap-



proximately 126,632 acres of land as depicted by the map attached as Exhibit I, which is incorporated and made part of this Agreement.

(i) An ATV is defined as a 6- or 8-wheeled vehicle with low pressure tires, with a maximum weight of 1200 lbs. empty or 2000 lbs. fully loaded. Other vehicles may be permitted on the lands identified in this subsection (c) if the Secretary determines their cumulative impact, both physical and aesthetic (visual and audible), will be no more detrimental than the 6- or 8-wheeled vehicles currently in use at the time this Agreement is executed.

(ii) Said easements shall provide ATV access for subsistence purposes on the specified Park lands only for those persons whose primary permanent place of residence is Anaktuvuk Pass (hereinafter "resident" or "residents"), and who are otherwise eligible to make subsistence uses of the Park, pursuant to Title VIII of ANILCA, its implementing regulations or other applicable law.

(iii) Said easements shall allow residents to invite non-resident relatives by blood, marriage, or adoption to accompany a resident who is operating an ATV in accordance with the provisions of this Agreement. Non-resident invitees do not by reason of their status as invitees become eligible to make subsistence uses of the park pursuant to Title VIII or section 201(4) of ANILCA. Non-resident invitees are not authorized to operate an ATV.

(d) ATV use on the above lands may be modified only to the extent reasonably necessary to carry out the Secretary's responsibilities for the protection of archaeological or historic resources, endangered species of plants or animals, or the maintenance of natural and healthy populations of wildlife.

(e) In the event of a substantiated pattern of conflict between recreational use and subsistence use, the Secretary, in consultation with Nunamiut, shall manage use of federally owned Park lands so as to minimize user conflicts and ensure recreational use while allowing reasonable opportunity for subsistence activities.

(f) The Secretary shall convey to Nunamiut an easement that will permit residents who are otherwise eligible to make subsistence uses of the Park to have airplane access to the surface of Itkilik Lake by float or ski plane for the limited purpose of engaging in subsistence activities.

##### *5. City conveyance*

The City shall donate to the Secretary by warranty deed, free and clear of all encumbrances, liens and taxes, the tract of land described as Block 7, Lot 11B within the corporate limits of the City of Anaktuvuk Pass. The donation shall occur within 180 days of the enactment of the authorizing and ratifying legislation.

##### *6. Conveyancing*

(a) The conveyances set forth in this Agreement shall be made by the simultaneous exchange of deeds of conveyance within 180 days of the enactment of legislation by the Congress of the United

States that ratifies and confirms this agreement, unless the parties mutually agree to a later date.

(b) In the event Nunamiut or ASRC becomes obligated to make conveyances to the United States pursuant to Paragraph 3(f) of this Agreement, the conveyances shall be made within 180 days of the receipt from the United States of interim conveyances or patents to the affected lands, whichever occurs first.

(c) ASRC, Nunamiut, and the City will be responsible for the costs of title evidence reasonably satisfactory to the Secretary for their respective conveyances to the United States under this Agreement.

(d) ASRC, Nunamiut, and the City will be responsible for assuring that all taxes, liens and other encumbrances are removed from the lands or interests in lands that they are respectively obligated to convey under the terms of this Agreement.

(e) ASRC, Nunamiut, and the City agree that all taxes, assessments, and encumbrances which are a lien against the land at the time of their respective conveyances to the United States of the lands or interests in lands described in this Agreement shall be satisfied of record at or before their respective conveyance of such lands or interests in lands to the United States; and, if ASRC, Nunamiut, or the City fail to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against such interests in lands; that the amount of such payments by the United States shall be paid to the Secretary within 90 days of closing, and failure to reimburse the Secretary shall be a lien against other lands or interests in lands owned by ASRC, Nunamiut, or the City respectively and that ASRC, Nunamiut, and the City at the request of the United States, shall obtain and record such other curative evidence of title as may be required by the United States.

(f) Prior to the execution of the Agreement and prior to the conveyances by ASRC and Nunamiut to the United States of the interests in lands described in this Agreement, ASRC and Nunamiut shall provide to the Secretary opinions of counsel stating that ASRC and Nunamiut have the legal power to execute the Agreement, are authorized to convey the interests in lands identified in the Agreement, and are corporations in good standing under the laws of the State of Alaska.

(g) ASRC and Nunamiut shall also provide copies of appropriate Corporate resolutions authorizing the execution of the Agreement and the conveyance of the interests in land provided for in this Agreement.

## *7. Research*

ASRC and Nunamiut agree to such cooperation as they consider appropriate on research projects or surveys that will assist the Secretary in carrying out his management responsibilities within the boundaries of the Park for preservation of resources, and that will assist him to manage recreational and subsistence uses of all federally-owned lands administered by the National Park Service, and assist him to manage access easements across ASRC and Nunamiut lands. No commitment of funds by any party is implied in this statement, and the commitment of the Secretary is subject to the availability of appropriated funds.

### *8. General provisions*

(a) Nothing in this Agreement shall abridge the right of Anaktuvuk Pass or of other local rural residents to make use of subsistence resources on Park lands, where such uses are traditional, in accordance with the provisions of Title VIII of the Alaska National Interest Lands Conservation Act (PL 96-487), as now or hereafter amended, its implementing regulations or other applicable law.

(b) Nothing in this Agreement shall preclude inclusion of ASRC or Nunamiut lands subject to this Agreement in the Alaska Land Bank, as authorized by section 907 of ANILCA, 43 U.S.C. 1636, or defeat the application of section 11 of the Alaska Native Claims Settlement Act Amendments of 1987 P.L. 100-241, or any similar subsequent legislation of general application to Alaska Native corporations.

(c) Nothing in this Agreement shall affect the rights or status of pending Alaska Native Allotment applications or allottees taking title under the Alaska Native Allotment Act from developing and improving their lands or interests in lands. These rights include, without limitation, all rights of access provided by sections 1110 and 1111 of ANILCA.

(d) The parties agree that the donation or exchange of lands or interests in lands under this Agreement will not affect the acreage entitlement of ASRC or Nunamiut under ANCSA or ANILCA.

(e) ASRC and Nunamiut waive any rights that they may have to require a survey of the interests in lands conveyed by this Agreement, notwithstanding any other provision of law; provided, that such waiver shall not apply to lands conveyed to Nunamiut and ASRC by patent under this agreement.

(f) The maps attached as Exhibits A through I and incorporated into the Agreement accurately depict the lands subject to the wilderness deauthorization, wilderness designation, conveyances, retention of surface access rights, access easements and ATV easements, as appropriate, and are evidence of such wilderness deauthorization, wilderness designation, conveyances, retention of surface access rights, access easements and ATV easements. Controlling 1:63,360 series, topographic maps are on file with the Alaska Regional Office of the National Park Service and the Gates of the Arctic Superintendent.

(g) ASRC and Nunamiut agree not to assign to any third party the rights under this Agreement to receive the conveyance of the interests in lands provided for in this Agreement.

(h) The Secretary, his assigns, successors and agents shall have the right of access to and inspection of the lands subject to this Agreement to determine whether the terms of the Agreement or the conveyance have been met.

(i) Based on his review of the lands or interests in lands and other consideration being donated or exchanged pursuant to this Agreement, the Secretary finds that the exchange is in the public interest.

(j) Any failure by any party to this Agreement to object to or to seek a remedy of any violation by another party of any provision of this Agreement shall not be deemed a waiver of or estop any future right to object to or to seek a remedy of a subsequent viola-

tion, whether the later violation is of the same or another provision of this Agreement.

(k) In the event that this Agreement is terminated as provided for in sections 1(b) or 10(d), or is set aside because of a final and non-appealable order of a court of competent jurisdiction, the parties shall return to their status and rights prior to the execution of this Agreement, and the parties agree to take whatever actions and execute whatever documents are necessary to restore the *status quo ante*; provided, that if any provision of this Agreement is set aside by such court order the Agreement may be reformed, with the consent of the parties to the Agreement, so as to comply with the court's order and without further Congressional action.

(l) Except by virtue of the legislation authorizing and ratifying this agreement, nothing in this Agreement shall be construed as creating any rights of enforcement by or imposing any obligation on any person or entity that is not a party to this Agreement. It is specifically understood that the effect of the authorizing and ratifying legislation will be to impose obligations of compliance with the terms of this Agreement on Park visitors, the residents of Anaktuvuk Pass and other persons and entities not parties to this Agreement.

(m) For the purpose of expediting execution of this Agreement, it may be signed in separate counterparts, which when all parties have so signed, shall be deemed a single Agreement.

(n) To the extent not prohibited by legislation authorizing, ratifying and confirming this Agreement, this Agreement may be amended, modified or supplemented by mutual consent of all the parties hereto. Such amendment, modification or supplementation may be made upon 30 days prior written notice to the House Interior and Insular Affairs and Senate Energy and Natural Resources Committees.

(o) The parties mutually covenant and agree not to sue each other challenging the legal authority or capacity to effectuate any provision herein; *provided*, that nothing herein shall be construed to prevent any party from suing to enforce this Agreement or seeking any other available remedy for breach of this Agreement, consistent with the terms of this Agreement.

(p) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

#### *9. Hazardous and toxic waste*

(a) ASRC, Nunamiut and the City have received no actual notice and are not aware that any of the lands or interests in lands to be conveyed to the United States pursuant to this Agreement have ever been listed by the State of Alaska, or any agency of the United States, as containing any hazardous waste, hazardous material, chemical waste, or any other toxic substance, or that any of the aforesaid substances has been spilled or dumped on such lands or interests in lands.

(b) ASRC, Nunamiut and the City, severally but not jointly, agree to indemnify the United States, as the owners of the lands

or interests in lands to be conveyed by each party to the United States pursuant to this Agreement, from any claim, loss, liability, damages or response costs whatsoever against the United States under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, Public Law 96-510 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, involving the lands or interests in lands to be conveyed by each party to the United States pursuant to this Agreement, arising solely with respect to the release or threatened release into the environment of any hazardous substance shown to have been created or placed upon such lands or interests in lands while such lands or interests in lands were owned by ASRC, Nunamiut or the City and prior to the conveyance of such lands or interests in lands to the United States, or resulting from activities undertaken by ASRC, Nunamiut or the City (including lessees, invitees, assigns, agents or contractors of each party) while such lands or interests in lands were owned by ASRC, Nunamiut or the City and prior to the conveyance of such lands or interests in lands to the United States. This indemnification shall include all reasonable costs and expenses (including reasonable attorney's fees) incurred by the United States in connection with any claim, loss, suit, demand, assessment, judgment or response cost incident to the matters indemnified against pursuant to this paragraph. This indemnity shall extend only to the release or threatened release into the environment of a hazardous substance (as defined by federal law) shown to have been created or placed upon such lands or interests in lands while such lands or interests in lands were owned by ASRC, Nunamiut or the City and prior to the conveyance of such lands or interests in lands to the United States, as to which the United States, ASRC, Nunamiut or the City receives legal process or other official notification from a competent court or administrative agency, including the United States, or as to which the United States initiates notice pursuant to Section 120 of CERCLA as amended, within 25 years from the effective date of this Agreement, involving ASRC, Nunamiut, the City or the United States in a judicial, administrative, investigative or other proceeding the purpose of which is to determine the necessity and scope of clean-up, response, or remedial activity and liability for the related costs or damages.

(c) Whenever the United States shall learn of the existence of any liability for which ASRC, Nunamiut or the City is or may be responsible under the undertakings set forth in subparagraph (b) of this paragraph 9, the United States shall notify ASRC, Nunamiut or the City promptly and furnish such copies of documents or other information as the United States may have which may be used or useful in the defense thereof and shall afford ASRC, Nunamiut or the City full opportunity to participate in the defense of the same at its own expense with counsel of its own selection, and shall upon request and at ASRC's, Nunamiut's or the City's expense cooperate with ASRC, Nunamiut or the City in the defense thereof.

*10. Encumbrances and other rights*

(a) The parties mutually covenant and agree that, prior to the conveyance of the lands or interests in lands provided for in this Agreement, the parties shall not encumber any interests in lands proposed to be exchanged or conveyed to any party under this Agreement, *provided* that if this Agreement has terminated pursuant to any provision of this Agreement, this paragraph shall no longer be effective.

(b) The parties mutually covenant and agree that, prior to the conveyance of the lands or interests in lands provided for in this Agreement, the parties shall not substantially alter the physical condition or otherwise effect a material change in the management of any lands or interests in lands proposed to be exchanged or conveyed to any party under this Agreement.

(c) Except as provided for in this Agreement, this Agreement neither enlarges nor diminishes the rights of ASRC or Nunamiut under ANCSA, ANILCA or any other law, including specifically the right to control access to and across ASRC and Nunamiut lands.

(d) If Congress has not enacted a law authorizing and ratifying this Agreement within one year after the last dated signature, the Agreement shall terminate, unless extended for an additional period by mutual agreement of all the parties.

(e) All of the lands or interests in lands conveyed to or received by Nunamiut and ASRC under the Agreement shall be deemed to be conveyed and received pursuant to exchange under section 22(f) of ANCSA, as amended.

For:

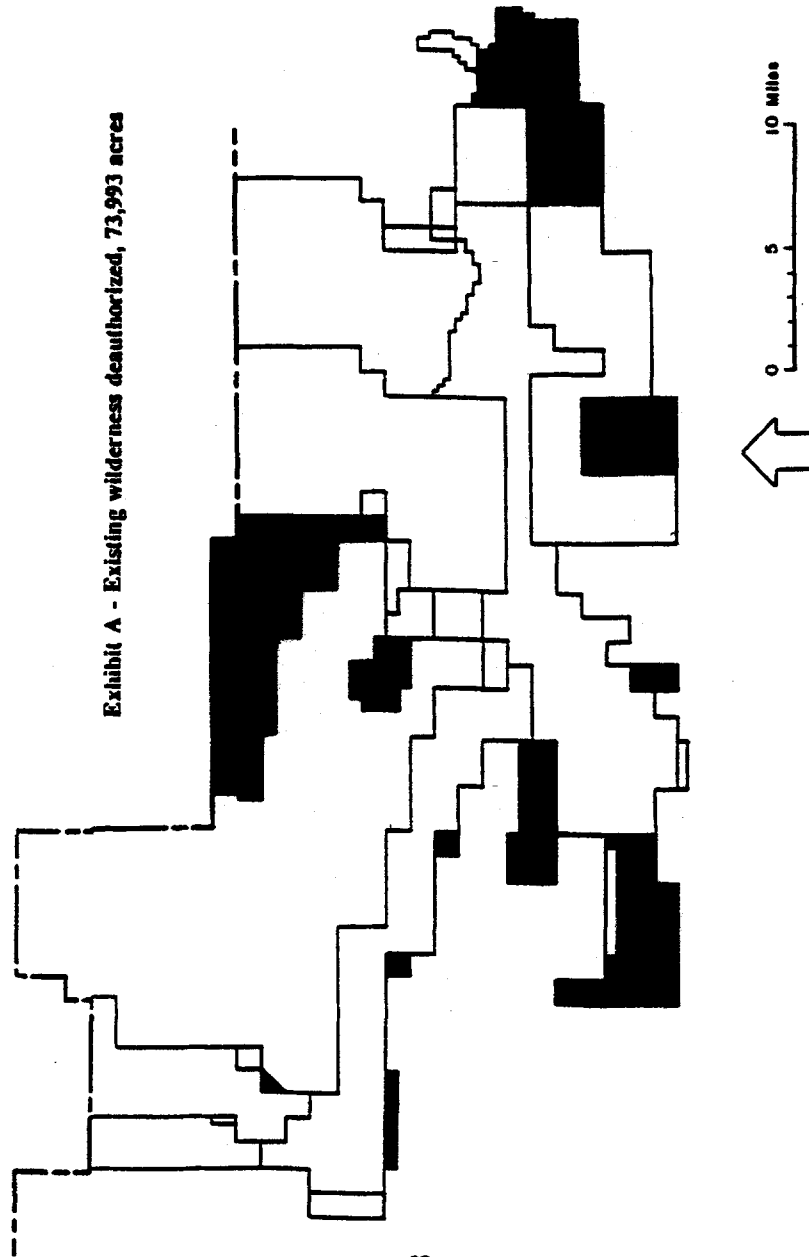
CITY OF ANAKTUVUK PASS, AK,  
(By) REID NAY, *Mayor*.

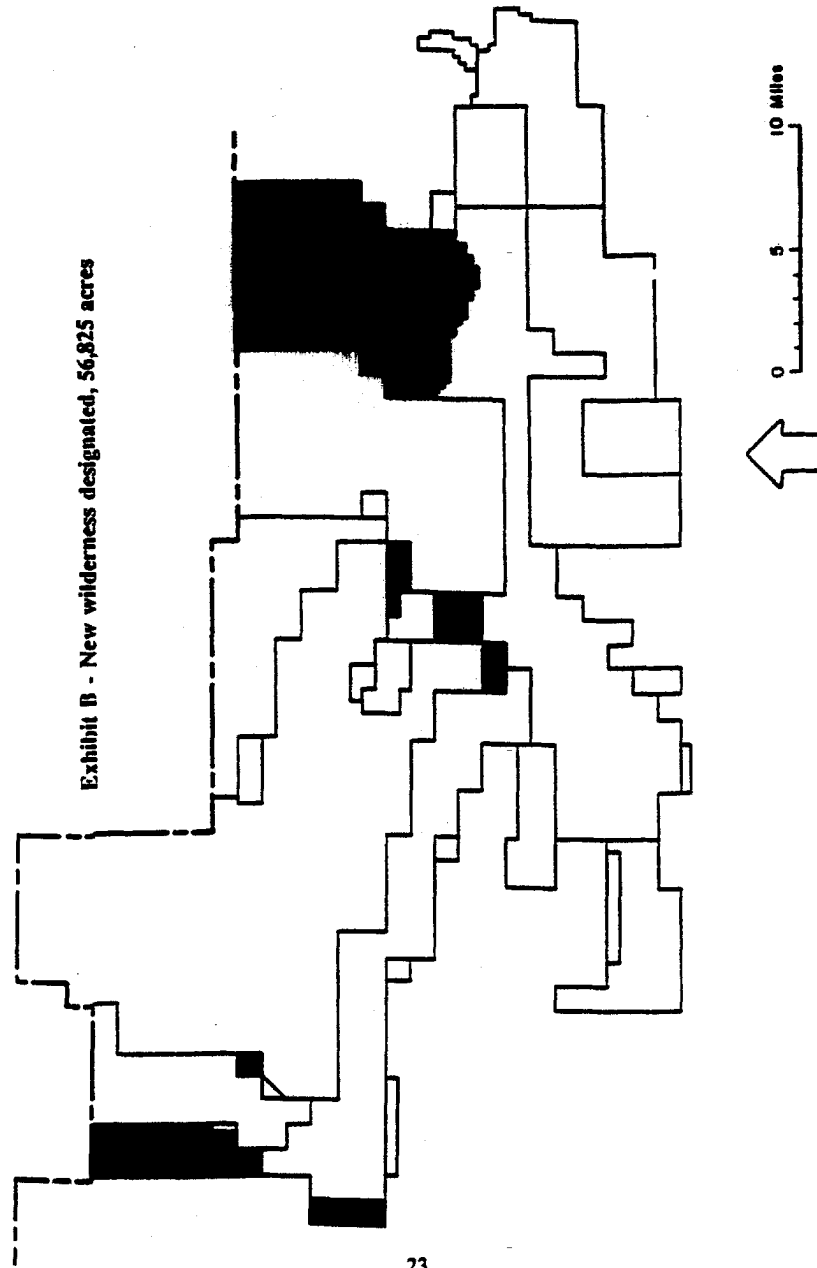
NUNAMIUT CORP.

(By) ———, *President*.

ARCTIC SLOPE REGIONAL CORP.,  
(By) JACOB ADAMS, *President*.

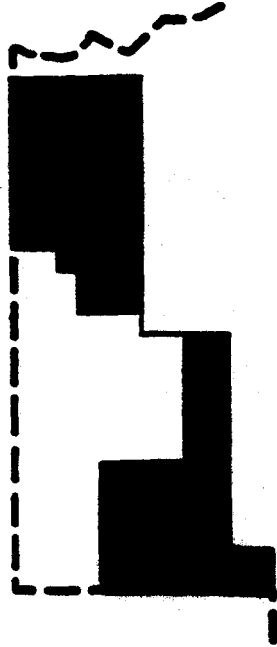
SECRETARY OF THE INTERIOR,  
(By) JOHN MICHAEL HAYDEN,  
*Assistant Secretary for Fish  
and Wildlife and Parks.*



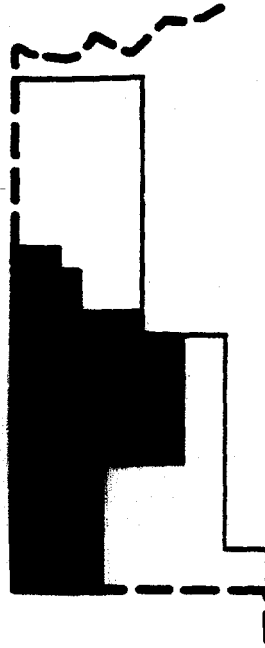




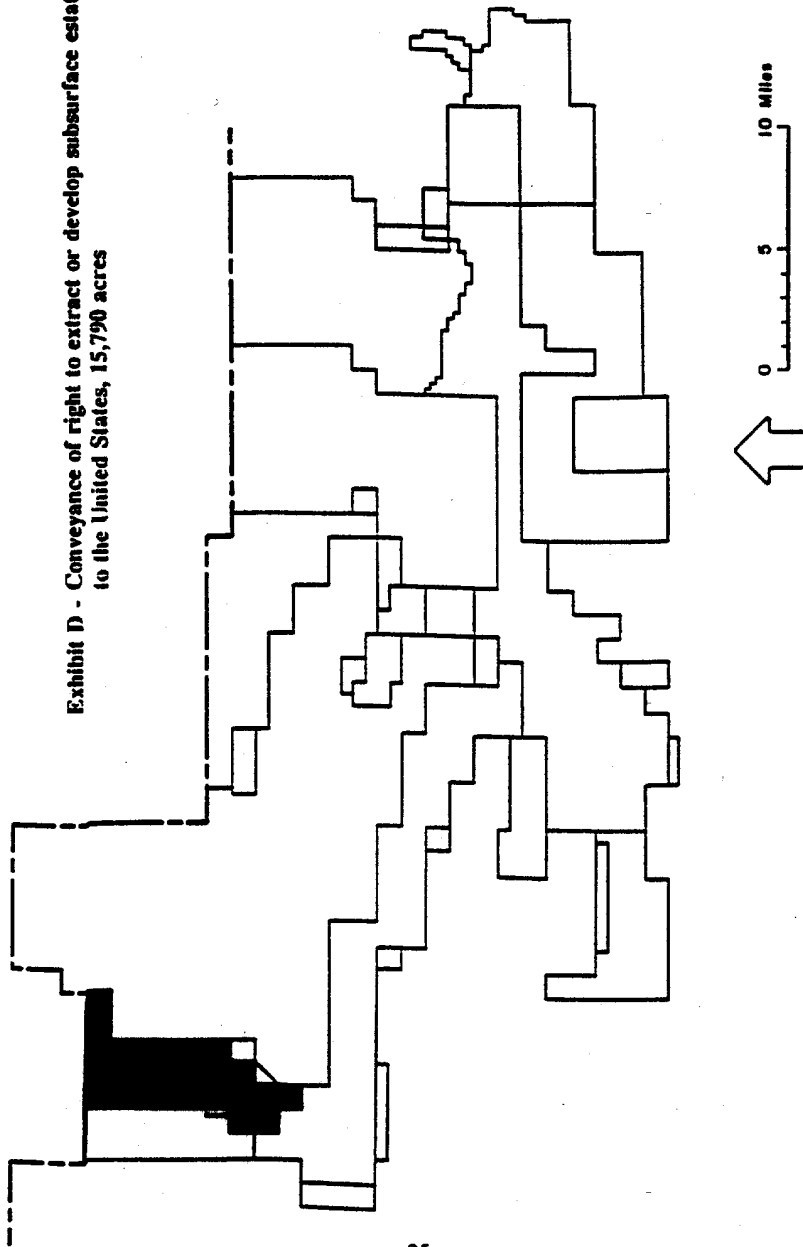
1. Surface use and access conveyed to the United States,  
17,580 acres



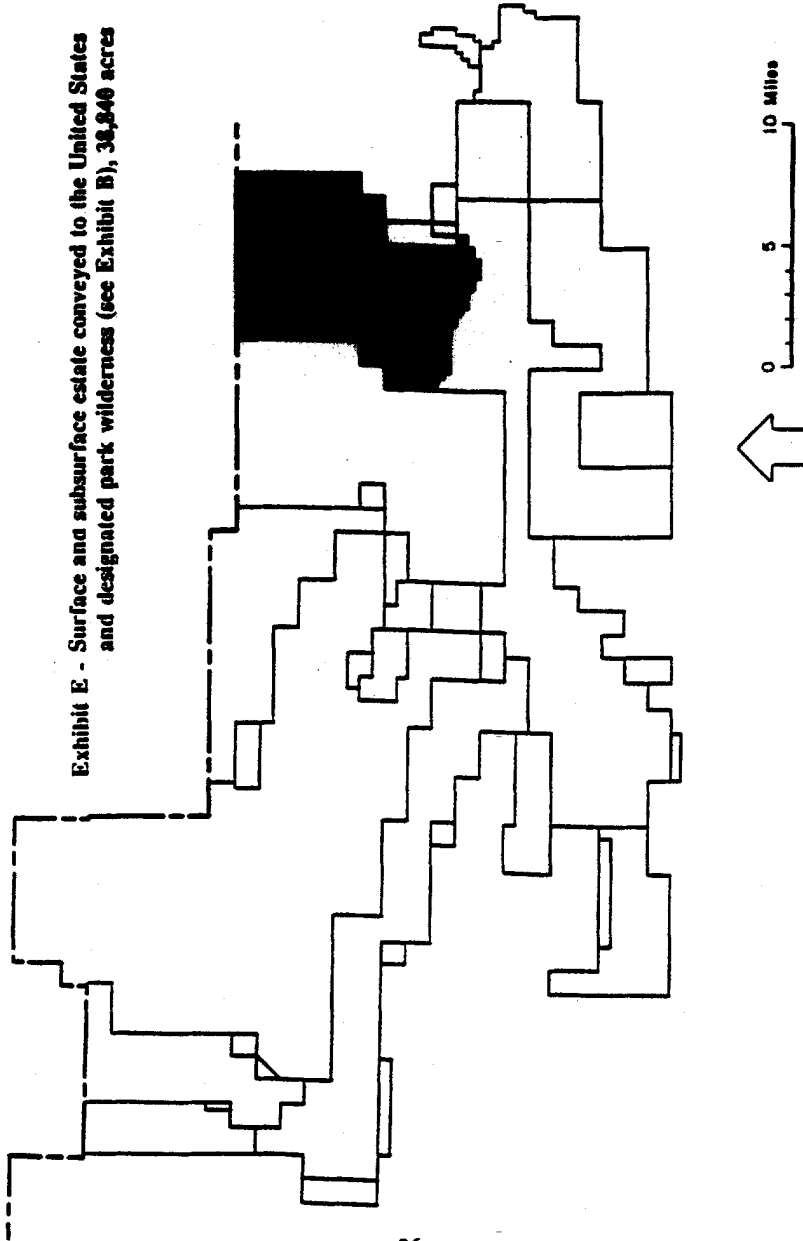
2. Surface access retained by ASRC for exploration and  
development, 13,483 acres



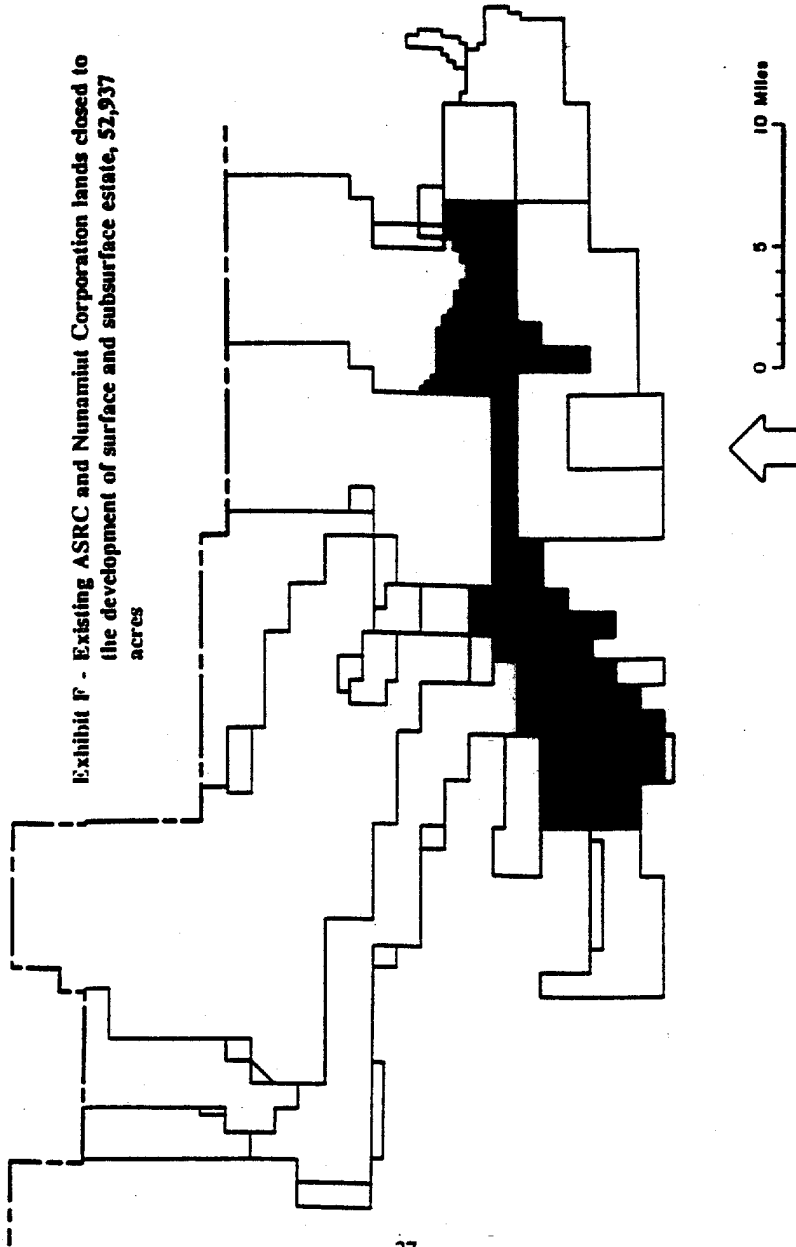
**Exhibit D - Conveyance of right to extract or develop subsurface estate  
to the United States, 15,790 acres**



**Exhibit E - Surface and subsurface estate conveyed to the United States  
and designated park wilderness (see Exhibit B), 38,840 acres**

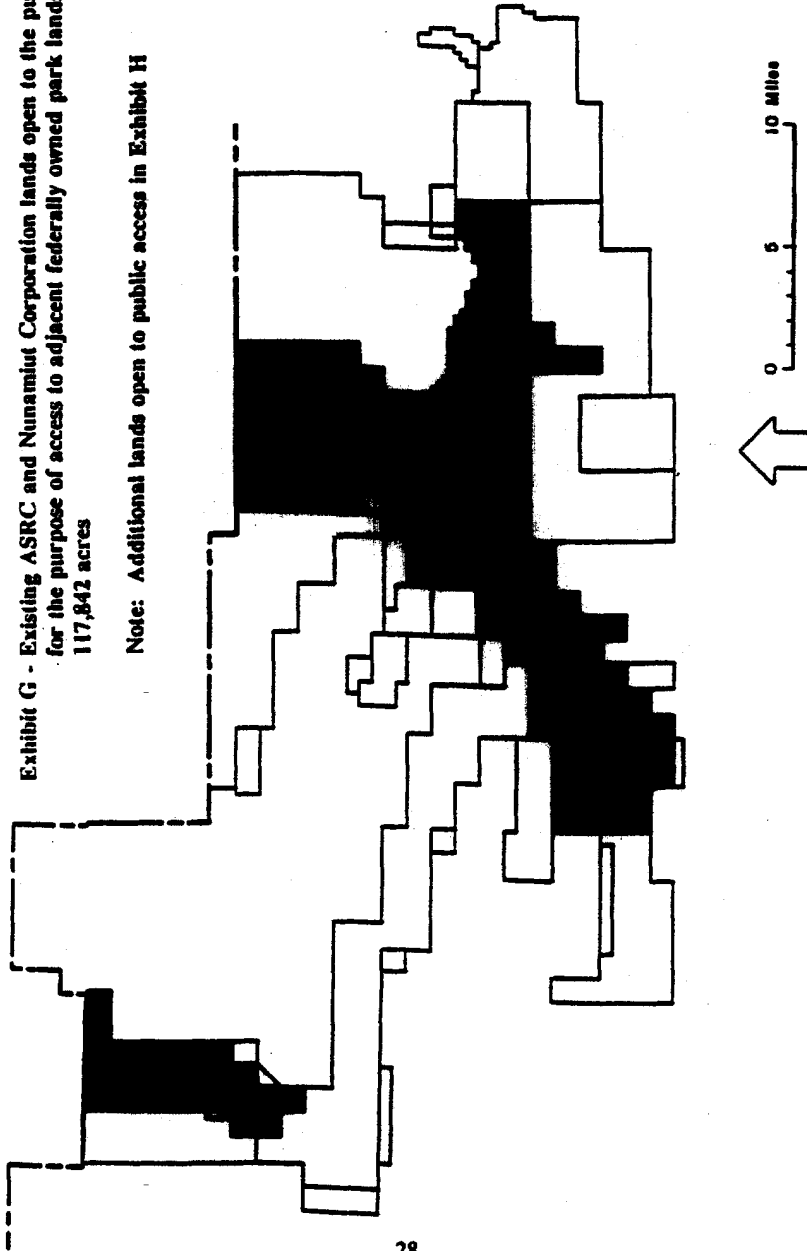


**Exhibit F - Existing ASRC and Nunamiut Corporation lands closed to  
the development of surface and subsurface estate, 52,937  
acres**

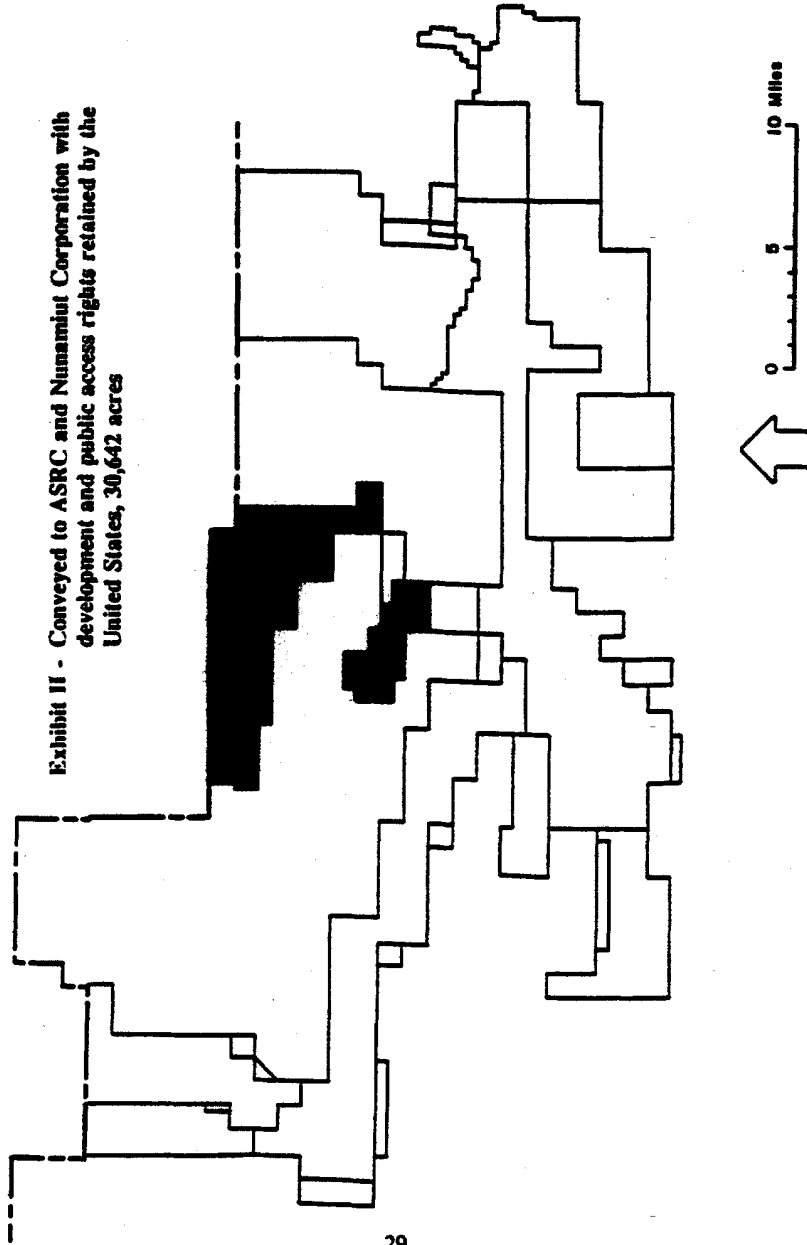


**Exhibit G - Existing ASRC and Nunamiat Corporation lands open to the public  
for the purpose of access to adjacent federally owned park lands,  
117,842 acres**

**Note: Additional lands open to public access in Exhibit H**

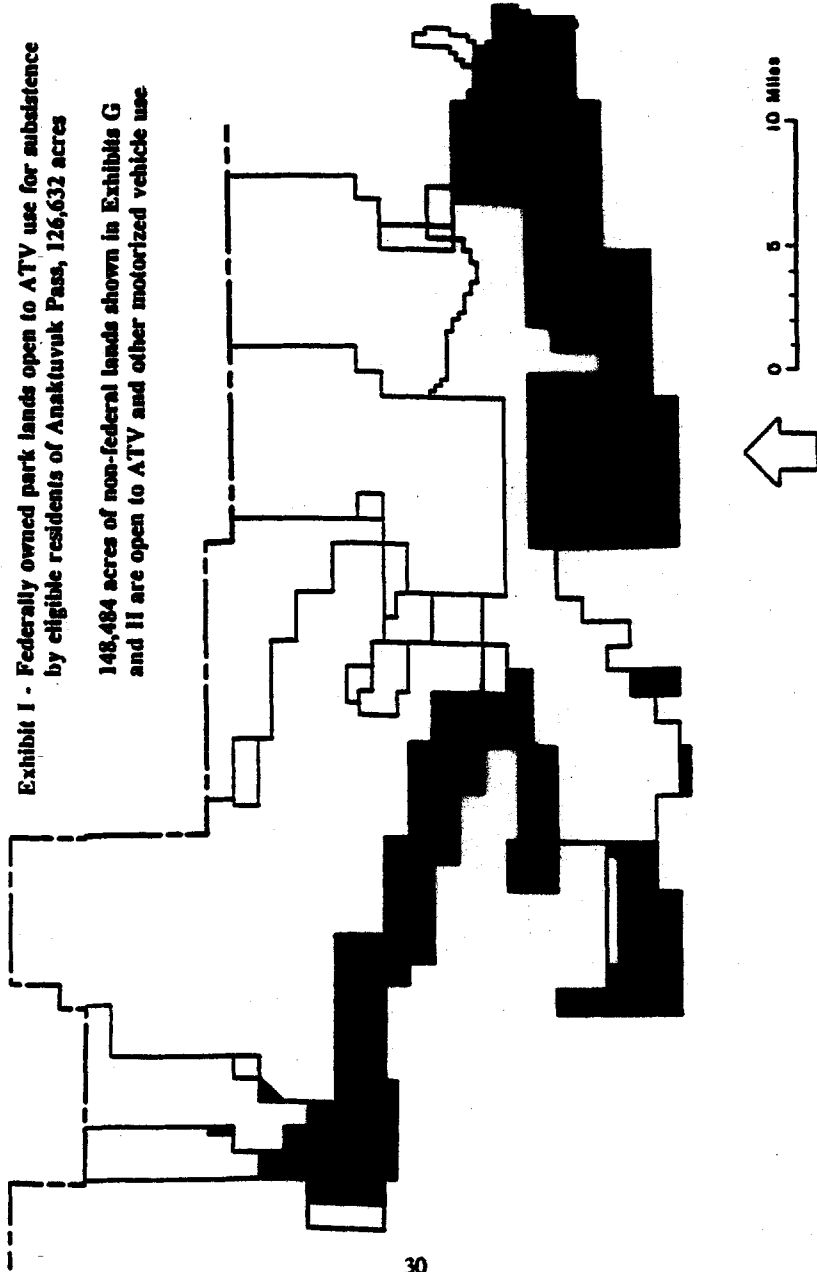


**Exhibit II - Conveyed to ASRC and Nunamut Corporation with  
development and public access rights retained by the  
United States, 30,642 acres**



**Exhibit I - Federally owned park lands open to ATV use for subsistence  
by eligible residents of Anaktuvuk Pass, 126,632 acres**

**148,484 acres of non-federal lands shown in Exhibits G  
and H are open to ATV and other motorized vehicle use**



## AMENDMENT

This Amendment entered into effect the 17th day of December 1993, by Arctic Slope Regional Corporation (hereinafter "ASRC"), Nunamiut Corporation (hereinafter "Nunamiut"), the City of Anaktuvuk Pass (hereinafter "City"), and the United States of America, and the Secretary of the Interior, acting through the Assistant Secretary of the Interior for Fish and Wildlife and Parks of the Department of the Interior (hereinafter "the Secretary"). ASRC, Nunamiut, City, and the Secretary are collectively referred to as "the Parties."

This document amends the agreement between the Parties titled "Donation, Exchange of Lands and Interests in Lands and Wilderness Redesignation Agreement Among Arctic Slope Regional Corp., Nunamiut Corp., City of Anaktuvuk Pass and the United States of America" entered into on the 17th day of December 1992 (hereinafter "the Agreement").

Whereas, Section 10(d) the Agreement provides, "If Congress has not enacted a law authorizing and ratifying the Agreement within one year after the last dated signature, the Agreement shall terminate, unless extended for an additional period by mutual agreement of all the Parties," and

Whereas, Congress has not enacted a law authorizing and ratifying the Agreement, and

Whereas, all the Parties mutually agree that the Agreement shall be extended for an additional period.

Now, therefore, in consideration of the foregoing, the Parties covenant and agree that section 10(d) of the Agreement shall be replaced and amended as follows:

(d) If Congress has not enacted a law authorizing and ratifying this Agreement by December 31, 1994, the Agreement shall terminate, unless extended for an additional period by mutual agreement of all the Parties.

For the purpose of expediting execution of this Amendment it may be signed in separate counterparts. When all Parties have so signed, the separate counterparts shall be deemed a single Amendment.

For:

SECRETARY OF THE INTERIOR,  
(By) GEORGE T. TRAMPTON,  
*Assistant Secretary, Fish and Wildlife and Parks.*  
NUNAMIUT CORP.  
(By) ———, *President.*

## GATES OF THE ARCTIC EXCHANGE AGREEMENT

## AMENDMENT NO. 2

This Amendment is entered into effective the 15th day of February 1994 and except as otherwise provided by this Amendment, is by and among the Arctic Slope Regional Corporation (hereinafter "ASRC"), Nunamiut Corporation (hereinafter "Nunamiut"), the City of Anaktuvuk Pass (hereinafter "City"), and the United States of America, and the Secretary of the Interior, acting through the As-



sistant Secretary of the Interior for Fish and Wildlife and Parks of the Department of the Interior (hereinafter "the Secretary"). ASRC, Nunamiut, the City, and the Secretary (or any two or more of them) are collectively referred to as "the Parties."

This document amends the Agreement between the Parties entitled "Donation, Exchange of Lands and Interests in Lands and Wilderness Redesignation Agreement Among Arctic Slope Regional Corp., Nunamiut Corp., City of Anaktuvuk Pass and the United States of America" entered into on the 17th day December 1992 (hereinafter "the Agreement") and referred to above as "Gates of the Arctic Exchange Agreement."

Whereas, section 4(d) of the Agreement provides:

(d) ATV use on the above lands may be modified only to the extent reasonably necessary to carry out the Secretary's responsibilities for the protection of archaeological or historic resources, endangered species of plants or animals or the maintenance of healthy populations of wildlife.

and

Whereas, it will further the purposes of the Agreement to provide for a mutually satisfactory way for the Nunamiut and the Secretary, in consultation with the City, to cooperatively evaluate and cooperatively act to ensure the effects of ATV use on Park lands will remain at acceptable levels; and

Whereas, the undersigned Parties mutually agree that the Agreement should be amended to achieve this goal.

Now, therefore, in consideration of the foregoing and the mutual covenants contained in this Amendment, the undersigned Parties covenant and agree that Section 4(d) of the Agreement shall be replaced and amended to read as follows:

(d) ATV use on Park lands may be modified only to the extent necessary to ensure the protection of Park resources, including archaeologic or historic resources, endangered species, the maintenance of natural and healthy populations of wildlife, water quality, vegetation, and soils. In consultation with the City, the Nunamiut and the Secretary will cooperatively establish a program to evaluate the effects of ATV use on Park lands. In consultation with the City, the Nunamiut and the Secretary will annually review the data from the evaluation program. Should the evaluation program show that effects are approaching an unacceptable level, actions to insure effects will remain at acceptable levels will be undertaken for the following ATV use seasons. The actions to be taken to reduce the effects to insure they are at an acceptable level will be determined by mutual agreement of the Nunamiut and the Secretary, in consultation with the City. Whether the effects of ATV use are acceptable or not shall be determined by reference to the predicted environmental consequences of "Alternative C" as described on pages 168 through 194 of the Final Legislative Environmental Impact Statement, released in association with this Agreement on May 1, 1992, or on other mutually agreed upon criteria that result from analysis of data from the evaluation program.

For the purpose of expediting execution of this Amendment, it may be signed in separate counterparts. When all parties have so signed, the separate counterparts shall be deemed a single amendment.

NUNAMIUT CORP.,

(By) ———, *President.*

ARCTIC SLOPE REGIONAL CORP.,

(By) JACOB ADAMS, *President.*

SECRETARY OF THE INTERIOR,

(By) GEORGE T. FRAMPTON, Jr.,  
*Assistant Secretary, Fish  
 and Wildlife and Parks.*

CITY OF ANAKTUVUK PASS,

(By) REID NAY, *Mayor.*

#### ADDITIONAL VIEWS OF GEORGE MILLER

This legislation is the result of lengthy negotiations between the National Park Service and the Native Alaskan residents and inholders of land within the Gates of the Arctic National Park in Alaska. The Department of the Interior and the Alaskans who participated in the negotiations deserve recognition for their efforts to bring this agreement to the Congress to ratify.

As a Member of the House Resources Committee, I have worked to carefully scrutinize proposed federal land exchanges to ensure that they are in the best interests of the taxpayers and promote proper resource management. While I support HR 400, this legislation is necessary because of an ill-advised 1983 land exchange with far-reaching effects upon the national interest.

The provisions of HR 400 address management problems created—or not resolved by—the 1983 Chandler Lake Land exchange between the Department of the Interior and the Arctic Slope Regional Corporation (ASRC), an Alaska Native Corporation. In this exchange, the Department traded 92,160 acres of subsurface oil and gas rights within the Arctic National Wildlife Refuge (ANWR) for 101,272 surface acres of ASRC inholdings within the Gates of the Arctic National Park. While the acreage involved in the land exchange was similar, the values of the property were vastly skewed in favor of the Native Corporation. The Department valued the lands acquired by the government at only \$5.1 million, while the ANWR oil and gas rights traded to ASRC were valued at \$395.5 million.

In addition to agreeing to an exchange involving assets of grossly disproportionate value, the Department of the Interior offered many concessions to ASRC—further tipping the scales in the Native Corporation's favor. For example, ASRC was permitted to drill exploratory wells within the ANWR lands and retain the exclusive rights to the test-well data obtained. As a result, ASRC has access to the data from the only well drilled in the coastal plain, giving them and their oil company partners a significant advantage over the federal government in assessing the oil and gas potential of ANWR. Moreover, the exchange was structured to ASRC's advantage so that section 7(i) of the Alaska Native Claims Settlement Act, which requires sharing 70 percent of oil and gas revenues with other Alaska Native corporations, did not apply.

As detailed in hearings on the Arctic National Wildlife Refuge (Serial No. 100-52, Subcommittee on Water and Power Resources of the Committee on Interior and Insular Affairs, June 9-10, 1988), the Chandler Lake exchange was negotiated and executed by the Department of the Interior with neither public hearings nor Congressional approval. The Department's assurances that the exchange was a fair deal for the taxpayers proved to be false. A 1989 investigative report, "Chandler Lake Land Exchange Not in the

Government's Best Interest" (GAO/RCED-90-5), concluded that the exchange, in addition to being a rip-off of public resources, created more problems than it solved. According to GAO, "Interior stated that the exchange would 'assure sound use of natural resource lands and protect critical natural values.' However, the exchange has had much the opposite effect. It has created a land management problem for the park service and has harmed the wild and undeveloped character of the park."

It is unfortunate that HR 400 is needed to repair the problems created by the seriously-flawed 1983 Chandler Lake exchange. This legislation should serve as a reminder to all Members to carefully consider the details and implications of federal land exchanges prior to voting.

GEORGE MILLER.

